



UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT: Pellerin et.al GROUP ART UNIT: 1733
SERIAL NO.: 10/687,145 EXAMINER: Unknown
FILED: October 16, 2003
FOR: CONCENTRIC BELL ASSEMBLY
DOCKET NO.: 60,568-014

PETITION FOR FILING BY ASSIGNEE

Commissioner of Patents and Trademarks
Washington, D.C. 20231

Dear Sir:

Applicant, Durr Production Systems, Inc., (hereinafter "Durr") hereby petitions the Commissioner to accept the filing of the above-identified U.S. Patent Application by it, as the party to which the invention disclosed and claimed in said Patent Application rightfully belongs, and on behalf of and as agent for the inventor.

An Affidavit is attached hereto providing proof of the pertinent facts concerning the refusal of one of the inventors to join in the present application for patent and establishing that Durr has a sufficient proprietary interest in this matter to make application on behalf of and as agent for the inventor, and showing that such action is necessary to preserve the rights of the parties and to prevent irreparable damage.

The name and address of the inventor refusing to join in this application is as follows:

Chad A. Sinke
3890 Raye Lane
Hartland, Michigan 48353

The invention was developed under the authorization of Durr by Chad A. Sinke, who was

employed by Durr to do so.

Durr is entitled to clear title to the invention and to the above-identified patent application and any patent which issues thereon.

Since Chad A. Sinke was employed by Durr, that is, paid compensation to develop a concentric bell assembly, this invention belongs to Durr and the inventor who contributed to the development of the device has a duty to assign the invention, patent application, and any patent which issues thereon to Durr and upon direction of Durr execute an application therefor. The intent of the inventor at the time the invention was made is demonstrated by his signature on the enclosed Assignment filed with the related provisional application.


Chad A. Sinke has left the employ of Durr and presently refuses to execute the papers required for filing the present patent application. Durr is believed to be entitled to make such application on behalf of and as agent for the inventor pursuant to 37 C.F.R. 1.47(b).

The remaining inventors, Dan Pellerin, Boris R. Teper, and Brian Hoy have signed the application declaration, which is attached herewith.

The required fee pursuant to § 1.17(h) is enclosed.

Date: 16th March 2004

Respectfully submitted,


Jonathan Eaton
President
Durr Production Systems, Inc.



Attorney Docket No. 60,568-014

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Pellerin et al.
Application No.: 10/687,145
Filing Date: October 16, 2003
Group Art Unit: 1733
Attorney Docket No.: 60,568-014

DECLARATION OF GREGORY D. DEGRAZIA

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Gregory D. DeGrazia makes the following declaration from his personal knowledge and under the penalty of perjury.

1. Mr. Chad A. Sinke (hereinafter Mr. Sinke) was employed by Durr Production Systems, Inc. (hereinafter "Durr") to invent new technology for Durr.

2. On June 26, 2002, Mr. Sinke signed an employment agreement indicating his duty to assign his invention to Durr. (Exhibit 1)

3. On October 17, 2002, a provisional application was filed with the United States Patent and Trademark Office and was assigned the application number 60/419,237 listing inventors Dan Pellerin, Boris R. Teper, Brian Hoy, and Mr. Sinke.

4. On October 14, 2003 Mr. Sinke resigned from Durr.

5. In order to preserve the priority date established by the referenced provisional application, the nonprovisional application was filed with the United States Patent and Trademark Office on October 16, 2003 absent the associated declaration and assignment and was assigned the application number 10/687,145.

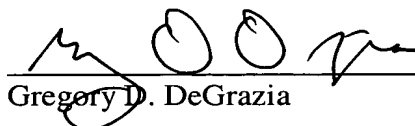
6. On November 14, 2003, a first certified letter was sent to Chad A. Sinke by myself requesting his review of the nonprovisional application and his signature on the formal papers associated with the nonprovisional application declaring that he was the inventor and assigning his invention to Durr, a copy of the nonprovisional was forwarded to Chad A. Sinke's home at 3890 Raye Lane, Hartland, MI 48353 during this period. A returned receipt card was received by me on November 18, 2003 (See Exhibit 2).

7. On February 13, 2004, a second certified letter was sent to Mr. Sinke by myself requesting his review of the nonprovisional application and his signature on the formal papers associated with the nonprovisional application declaring that he was the inventor and assigning his invention to Durr, a copy of the nonprovisional was forwarded to Chad A. Sinke's home at 3890 Raye Lane, Hartland, MI 48353 during this period. A returned receipt card was received by Howard and Howard on February 17, 2004 (See Exhibit 3).

8. On February 23, 2004 I placed a phone message on Mr. Sinke's home phone number at (810) 632-7212 in effort to get Mr. Sinke to sign the declaration and assignment associated with the nonprovisional application number 10/687,145 and did not receive a response.

9. On February 24, 2004 Mr. Sinke returned my call and indicated his intent not to sign the declaration and assignment associated with the nonprovisional application number 10/687,145 as a result of his departure from Durr.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

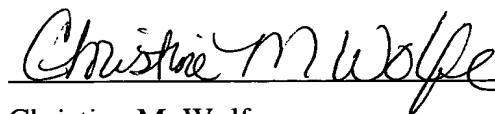


Gregory D. DeGrazia

Dated: March 30, 2004

CERTIFICATE OF MAILING

I hereby certify that the attached Declaration is being deposited with the United States Postal Service as first-class mail, postage prepaid, in an envelope addressed to **Mailstop: Missing Parts**, Assistant Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia on **March 30, 2004**.


Christine M. Wolfe.



TERMS OF EMPLOYMENT AGREEMENT

In consideration of my being considered for employment by Durr Production Systems, Inc., or any of its affiliates or subsidiaries (the "Company"), I agree to this Terms of Employment Agreement which I have signed below.

I understand and agree that the general policy of the Company is to retain its management prerogative to make all personnel decisions in the best interest of the Company.

I understand and agree that if the Company employs me, either I or the Company may terminate my employment, with or without cause or reason, at any time, by delivering written notice to the other. I understand and agree that nothing in any Company policy, plan, rule, employment application, employee handbook, or communication of any type is intended to create, nor should be construed to constitute, a contract between the Company and any one or all of its employees which is inconsistent with this Terms of Employment Agreement. No employee of the Company, other than its President, has any authority to enter into any agreement for employment for any specified period of time or to make any agreement which is contrary to or a modification of the terms of this Terms of Employment Agreement, and then only when in writing.

If I am employed by the Company, I will perform all of my job duties as determined by the Company to the best of my ability and I will be paid such salary and wages as determined by the Company from time to time. I will be entitled to participate in all retirement plans, 401(k) plans and other benefit plans as the Company generally makes available from time to time to employees of the Company and for which I qualify under the terms of each plan. My participation in any benefits under any such plan is only on the terms and subject to the conditions specified in the governing document for the particular plan and may be subject to change at any time.

I understand that if I am employed by the Company, the Company may provide me with certain tools or other materials which will be entrusted to my care. I understand and agree that I will return all such tools or other materials to the Company when my employment terminates. I further understand and agree that the cost of any Company tools or other materials I fail to return will be deducted from the last wage payment made to me by the Company.

I understand and agree that if the Company employs me, I will wear appropriate safe work clothing, which may include hi-top safety boots, a welding shield and non-flammable jeans or pants.



I have authorized all of the references I have listed in my employment application to give the Company all information concerning my previous employment and all other information they may have about me, personal or otherwise, and release all parties from any liability or damage that may result from furnishing that information to the Company.

I agree to take a full medical and physical examination including, but not limited to, a complete drug screen analysis, as determined by the Company. I agree to submit to subsequent drug and/or alcohol screens or tests as determined by the Company, upon request at any time during my employment. I agree that all findings and information resulting from such examinations and analysis may be submitted to the Company. I waive any and all rights to privacy I may have as a result of such examinations and analysis.

If employed by the Company, I will not disclose to anyone, or use, while employed by the Company ~~or afterwards~~, any Confidential Information concerning the Company. Confidential Information includes, without limitation, information, knowledge or data about the methods, formulae, customers, know-how, machines, manufacturing compositions, services, purchasing, research and development, finance, data processing, engineering, inventions or discoveries. Confidential information does not include matters which are generally available to the public.

When leaving the Company's employ for any reason, without the Company's written consent, I will not take any drawing, document, record, copy, transcript or similar writing, photograph or other printed, written or recorded material embodying any Confidential Information and will turn over all such material to the Company which I then have.

I agree that all inventions, discoveries, improvements, trade secrets, innovations and ideas, whether patentable or not (the "Inventions"), which are conceived or discovered by me, individually or jointly with others, during my employment with the Company, ~~whether or not during working hours, and within six months after such employment ends~~, are the Company's property, without any obligation of the Company to make any payments for it other than my salary, if the Inventions in any way (i) relate to the Company's business, (ii) arise out of any work done for, or any information or assistance received from, the Company or any of its customers or suppliers, or (iii) relate to any actual or anticipated research or development activity of the Company.

I understand and agree that if I am employed by the Company, I must disclose promptly all Inventions to the Company and sign promptly on request, during ~~or after such~~ employment, any documents to transfer title, in any country, to any Invention, to the Company or its successors or assigns or to enforce patents, trademarks or copyrights relating to it. I will also reasonably assist the Company in any litigation involving Inventions, or the Company's patents, trademarks or copyrights with which I become involved.

CE
while Employed by the Company



I hereby appoint any of the Company's officers as my attorney-in-fact to execute any such documents relating to Inventions, on my behalf, if, following ten days' written notice from the Company, I refuse, or are unable due to disability, incapacity or death, to execute such documents. This agency is coupled with an interest and is irrevocable without the Company's prior written consent *or my separation from the Company.* *CE*

CE
~~Even if the Company does not own an Invention made by me while employed, if I use any of the Company's equipment, supplies, facilities or trade secret information to make or conceive the Invention, I grant to the Company a royalty free right to make, use and sell the Invention.~~

If I am employed by the Company, during such employment, I will not render services, directly or indirectly, either on my own behalf or for anyone else, in connection with any equipment, product or service competitive to equipment, products or services manufactured, designed, sold or supplied by the Company. *Durr Production Systems Inc. CE*

CE
~~I acknowledge and agree that any action or suit against the Company, or any of its employees, arising out of my employment or termination of employment from the Company, including, but not limited to, claims arising under state or federal civil rights statutes or breach of contract, must be brought within 180 days of the event giving rise to the claims or be forever barred and I waive any limitation period to the contrary. I further agree that if I bring any action or claim arising out of my employment or termination of employment from the Company in which the Company prevails, I will pay to the Company any and all costs incurred in defense of such a claim or action, including attorneys' fees.~~

I have carefully read, understood and agreed to all of the statements contained in this Terms of Employment Agreement. *as noted CE*

Date: 6-26-02

Chad A. Sike
(Prospective Employee Signature)

Print Name: Chad A. Sike

Social Security Number: 374-84-7345

Howard & Howard
law for business

FILE COPY

direct dial: 248.723.0325

Gregory D. DeGrazia

GDeGrazia@howardandhoward.com

November 14, 2003

Mr. Chad Sinke
3890 Raye Lane
Hartland, Michigan 48353

Via Certified Mail
Return Receipt Requested

RE: Assignment of Patents to Dürr Production Systems
Our General File: 60,568-999

Dear Chad:

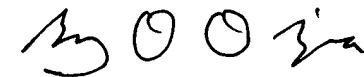
As you know, we filed several provisional and non-provisional patent applications with the U.S. Patent and Trademark Office on behalf of Dürr Production Systems. Upon filing each patent application, each named inventor is required to sign a Declaration of inventorship. Furthermore, as part of the terms of your employment with Dürr Production Systems, you agreed to assign your invention to Dürr Production Systems.

We enclose with this letter copies of an inventor's Declaration and an Assignment that require your signature. Please sign the enclosed documents where indicated and return them to me in the self-addressed stamped envelope. We look forward to your assistance with this matter.

If you have any questions regarding these documents or what we are requesting, please contact me on my direct phone line at (248) 723-0325. We look forward to your timely response.

Sincerely,

HOWARD & HOWARD ATTORNEYS P.C.



Gregory D. DeGrazia

GDD:tls
Enclosures

G:\d\durr\prod\ip00999\cor\Sinke 11-14-03.doc

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Received by (Please Print Clearly) Chad A. Sinke B. Date of Delivery 11-18-03
 C. Signature X [Signature] ☐ Agent
☐ Address:
 D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

1. Article Addressed to:

Mr. Chad Sinke
 3890 Raye Lane
 Hartland MI 48353

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchant
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7000 0600 0024 1403 3950

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-05

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

7000 0600 0024 1403 3950

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Recipient's Name (Please Print Clearly) (to be completed by mailer)
Mr. Chad Sinke
 Street, Apt. No., or PO Box No.
3890 Raye Lane
 City, State, ZIP+4
Hartland MI 48353

PS Form 3800, February 2000

See Reverse for Instructions

Howard & Howard

law for business

direct dial: 248.723.0325

Gregory D. DeGrazia

GDeGrazia@howardandhoward.com

February 13, 2004

**VIA CERTIFIED MAIL -
RETURN RECEIPT REQUESTED**

Mr. Chad Sinke
3890 Raye Lane
Hartland, Michigan 48353

RE: United States Patent Applications for:
 "CONCENTRIC BELL ASSEMBLY"
 Our File No. 60,568-014;

 "MULTIVALVE FLUID ADAPTER"
 Our File No. 60,568-015;

 "VERTICAL TRANSFER DEVICE FOR TIRE ASSEMBLY LINE"
 Our File No. 60,568-019; and

 **"VALVE STEM INSTALLATION SYSTEM AND METHOD
OF INSTALLING VALVE STEM"**
 Our File No. 60,568-023

Dear Chad:

We have filed the non-provisional patent applications listed above with the U.S. Patent and Trademark Office on behalf of Dürr Production Systems. As part of the terms of your employment with Dürr Production Systems, you agreed to assign your inventions to Dürr Production Systems. While we are able to make arrangements to proceed with these applications in the absence of your signature, we would appreciate your assistance with these matters.

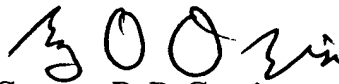
We enclose with this letter a copy of each patent application with respective drawings, along with an inventor Declaration and Assignment for each patent application that require your signature. Please sign the enclosed documents where indicated and return them to me in the self-addressed stamped envelope. We look forward to receiving the executed documents or receiving an explanation of your intent.

Mr. Chad Sinke
February 13, 2004
Page 2

If you have any questions regarding these documents or what we are requesting, please contact me on my direct phone line at (248) 723-0325. We look forward to your timely response.

Sincerely,

HOWARD & HOWARD ATTORNEYS P.C.

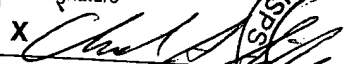
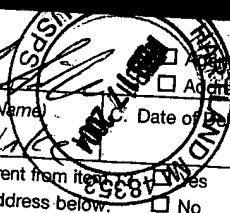


Gregory D. DeGrazia

GDD:cmw
Enclosures

cc (w/o encl.): Mr. Ben Giacona

G:\D\Dur\Prod\p00999\Cor\Sinke 02-13-04.doc

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <p>B. Received by (Printed Name) Chad A. Sinke</p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from item label? If YES, enter delivery address below. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Mr. Chad Sinke 3890 Bay Lane Portland ME 04853</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7000-6600-0024-1403-5862</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540</p>			

UNITED STATES POSTAL SERVICE



First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

Dreg D. Deltrajia

HOWARD & HOWARD ATTORNEYS, P.C.
 The Pinehurst Office, Suite #101
 39400 Woodward Avenue
 Bloomfield Hills, Michigan 48304-5151

60568-9914 *Deltrajia*

